#### 900238511 11/13/2012

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IIWells Fargo National Association 1	FORMERLY Wachovia Bank, National Association	11/09/2012	National Banking Association:

## **RECEIVING PARTY DATA**

Name:	NSi Holdings, Inc.	
Street Address:	9730 Northcross Center Court	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28078	
Entity Type:	CORPORATION: NORTH CAROLINA	

# PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2793956	INSUL-TAP
Registration Number:	3198471	NSI
Registration Number:	2771149	EASY TAP
Registration Number:	0852633	TORK

# **CORRESPONDENCE DATA**

Fax Number: 7043321197

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

(704) 375-0057 Phone:

jsantaniello@slk-law.com Email: Correspondent Name: Joseph J. Santaniello, Esq.

Address Line 1: 128 South Tryon Street, Suite 1800 Charlotte, NORTH CAROLINA 28202 Address Line 4:

ATTORNEY DOCKET NUMBER: N04530-067081

**TRADEMARK** 

900238511

REEL: 004899 FRAME: 0392

NAME OF SUBMITTER:	Joseph J. Santaniello, Esq.	
Signature:	/s Joseph J. Santaniello, Esq./	
Date:	11/13/2012	
Total Attachments: 3 source=ReleaseSecurityInterest#page1.tif source=ReleaseSecurityInterest#page2.tif source=ReleaseSecurityInterest#page3.tif		

TRADEMARK
REEL: 004899 FRAME: 0393

# RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is executed and entered into as of \_\_\_\_\_\_ day of November, 2012 by WELLS FARGO, National Association, formerly known as Wachovia Bank, National Association and referred to here as the "Lender".

## RECITALS

WHEREAS, NSi Holdings, Inc., a North Carolina corporation ("NSi"), its affiliates and the Lender entered into a loan transaction evidenced by a Modified and Restated Loan and Security Agreement dated September 14, 2006 and related Promissory Notes (collectively, the "Loan Documents"), which loan was secured by certain collateral including a security interest in certain trademarks owned by NSi, as identified on **Exhibit A** attached hereto, and registered with the United States Patent & Trademark Office (the "Trademarks");

WHEREAS, pursuant to the terms of the Loan Documents, the Lender filed multiple Notices of Grant of Security Interest in Trademarks with the United States Patent and Trademark Office, as described on **Exhibit A** attached hereto, perfecting the continuing security interest in and continuing lien upon the Trademarks;

WHEREAS, on February 7, 2008 (the "Release Date"), NSi and the Lender entered into a Termination Agreement setting forth the terms of the satisfaction of the debt memorialized by the Loan Documents and the release by the Lender of its security interest in the Trademarks; and

WHEREAS, the Lender has agreed to terminate and release its security interest in and terminate the lien on the Trademarks as herein provided, *nunc pro tunc*, as of the Release Date.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises contained in this Release and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Release</u>. The Lender hereby terminates and releases all of its security interests in and the liens upon all of the Trademarks identified on **Exhibit A**, and hereby authorizes NSi, or its representative, to file any and all required releases with the United States Patent & Trademark Office in order to terminate and cancel the Lender's security interest in and lien on the Trademarks.
- 2. <u>Severability</u>. If any provision in this Release is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Release.

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- 3. <u>Binding Effect</u>. This Release shall be binding upon the successors, assigns, administrators or representatives of the Lender.
- 4. <u>Governing Law.</u> This Release shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to the choice or conflict of law principles thereof.

IN WITNESS WHEREOF, the undersigned, thereunto duly authorized, have executed this Release as an instrument under seal as of the date first written above.

LENDER:

WELLS FARGO, National Association

By: Susan Cromartie Carr

Title: Vice President

# EXHIBIT A

Trademark	Reg. No.	Reg. Date	Lien Filing	USPTO Reel/Frame
				Filing Date
INSUL-TAP	2793956	December 16, 2003	Notice of Grant of Security	3369/0840
			Interest	August 15, 2006
			Second Lien Notice of	3398/0177
			Grant of Security Interest	September 27, 2006
NSi	3198471	January 16, 2007	Notice of Grant of Security	3369/0840
			Interest	August 15, 2006
			Second Lien Notice of	3398/0177
			Grant of Security Interest	September 27, 2006
EASY TAP	2771149	December 16, 2003	Notice of Grant of Security	3369/0840
			Interest	August 15, 2006
			Second Lien Notice of	3398/0177
			Grant of Security Interest	September 27, 2006
TORK	852633	July 16, 1968	Notice of Grant of Security	3398/0182
			Interest	September 27, 2006
			Second Lien Notice of	3398/0177
			Grant of Security Interest	September 27, 2006
			Notice of Grant of Security	3399/0942
			Interest (Corrective	September 29, 2006
			Filing)	
TORK	Canada:	July 16, 1968	Notice of Grant of Security	Unknown
	TMA1646 50		Interest	

**RECORDED: 11/13/2012** 

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